

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED, that Sec. 235-30 (C) (2) and Sec. 235-30 (C) (3) Restrictions on quantity of refuse, of the Code of Ordinances is hereby amended as follows:

§ 235-30. Restrictions on quantity of refuse

C. Special collection for designated materials.

(1) Trees, branches, etc. Trees, tree branches, large bushes, logs, etc., not reduced to size nor bundled as provided in § 235-23 shall only be collected by special collection at charges herein provided, and then only when the material can be readily loaded on the collection vehicle by two men.

(2) Bedding and mattresses, provided they are completely wrapped in plastic to prevent the communication of infectious or contagious diseases;

(3) Other materials. Other materials not specifically provided for herein may, on application to the Department of Public Works, be accepted in its discretion for special collection at charges.

(Underlined text is to be added and struck through text is to be deleted)

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED, that Sec. 235-28 (2). Prohibited Materials, of the Code of Ordinances is hereby amended as follows:

§ 235-28. **Prohibited materials.**

The Department of Public Works shall under no condition collect any of the following described materials:

(2) Wearing apparel, ~~bedding~~ or other refuse from homes or other places where highly infectious or contagious diseases have prevailed.

(Underlined text is to be added and struck through text is to be deleted)

Resolution 6C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into a purchase agreement with Motorola Solutions for Command Central Analytics, Crime Reports Standard (6), effective for a six-year term, in the total amount of \$34,414.20, prorated amount due for 2019 is \$6,818.20.

Funding: H3120-55443-1708
2017 Capital

Resolution 6D

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to accept the proposal of and enter into an agreement with Telstar Integrated Solutions to install a surveillance system for the fire department, in the total amount of \$3,900.00

Funding: 3410-55416

Resolution 6E

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Purchasing Agent to extend the contract of Safety Marking, Inc., for pavement striping, until December 31, 2019, in accordance with the terms of the 2016 contract for pavement striping.

Funding: H5110 52260 1524

Resolution 6F

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a reimbursement Master Contract for Grants agreement, with State of New York, for various programming for the Senior Center and Adult Day Program, in the amount of \$18,000, effective 1/1/2020-12/31/2020.

Funding: 2020 Budget

A7030-55438 \$16,170

A7035-55438 \$5,170

Total: \$21,340

Resolution 6G

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with Carole Waldman, as a Senior Center Consultant, \$46.79 per hour, effective October 21, 2019 through November 15, 2019.

Funding: A7030-55438

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into a service agreement with Metropolitan Data Solutions (MDS) to provide a data-card capture system (ID System), in the amount of \$850 annually, effective October 1, 2019 through September 30, 2020.

Funding: A3120-55438

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute a Customer Project Commitment (CPC) agreement with New York Power Authority, to upgrade street lighting and parking garage lighting to LED technology and having New York Power Authority provide short- and long-term finance.

Budget Line:

Resolution 6J

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby approve Budget Transfers and Amendments as submitted and reviewed by City Controller.

(See Attached)

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Glen Cove Social Justice Coalition - Sid Jacobson JCC to host their annual "Solidarity Sukkot" October 20, 2019, between the hours of 11:00 a.m. and 1:00 p.m. in the Pulaski Street Garage.

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Glen Cove High School to host their annual “Homecoming Parade”, October 12, 2019 and closing Walnut Road, from Gribbin School to High School, 1:00 p.m. to 1:30 p.m.

Resolution 7A-1

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Christine Rice as full-time Director of Senior Services, with the Senior Center, at an annual salary of \$90,000 effective October 21, 2019.

Budget Line A7030-51101

Resolution 7A-2

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoints Patrice Warner as a part-time Clerk, with Senior Center, at a rate of \$13.00 per hour effective October 11, 2019.

Budget Line A7036-51120

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, an examination for Police Officer was given by the Municipal Civil Service Commission of Glen Cove; and

WHEREAS, an eligible list No. _____ was established by the Glen Cove Municipal Civil Service Commission; and

WHEREAS, Derek Valance is certified as eligible under list No. _____ by the Glen Cove Municipal Civil Service Commission;

NOW, THEREFORE, BE IT RESOLVED, that, Derek Valance is hereby appointed as a Police Officer with the Police Department with an annual salary of \$36,678 with an effective date of November 1, 2019.

Funding: PD3120-51101

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint the following persons, to the Youth Bureau, as indicated:

Name	Title	Rate Per Hour	Effective Date	Budget Line
Buffy C. Lupinski	Youth Services Worker	\$15.00	9/16/2019	A7050-51120
Natalie N. Tenke	Youth Services Worker	\$16.00	9/16/2019	A7050-51120
Elizabeth A. Vignali	Youth Services Worker	\$15.00	9/16/2019	A7050-51120
Mozelle L. White	Youth Services Worker	\$12.50	9/16/2019	A7050-51120
Cindy M. Bonilla	Youth Services Worker	\$9.50	9/16/2019	A7050-51123
Danita A. Burton	Youth Services Worker	\$9.50	9/16/2019	A7050-51123

Nancy E. Daggess	Youth Services Worker	\$12.00	9/16/2019	A7050-51123
Paola M. Mercado	Youth Services Worker	\$9.00	9/16/2019	A7050-51123
Kayla P. Monahan	Youth Services Worker	\$9.00	9/16/2019	A7050-51123
Janna L. Perry	Youth Services Worker	\$9.00	9/16/2019	A7050-51123
Monica B. Salinas	Youth Services Worker	\$15.00	9/16/2019	A7050-51123
Amber N. Solomito	Youth Services Worker	\$9.75	9/16/2019	A7050-51123
Debora A. Solomito	Youth Services Worker	\$10.75	9/16/2019	A7050-51123
Joann Sposato	Youth Services Worker	\$11.25	9/16/2019	A7050-51123
Natalia S. Ventura	Youth Services Worker	\$16.00	9/16/2019	A7050-51123
Ana J. Zelaya-Rivera	Youth Services Worker	\$9.00	9/16/2019	A7050-51123
Gabriella DeRosa	Youth Services Worker	\$9.00	10/11/2019	A7050-51123
Nicole Franklin	Youth Services Worker	\$10.50	9/16/2019	A7050-51120
Franklyn U. D. Mickens	Youth Services Worker	\$13.00	9/16/2019	A7050-51120



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET TRANSFER FORM

DEPARTMENT: Youth Bureau

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE BUDGET	DECREASE BUDGET
A7050-51120	Hourly Part-time		\$6700.00
A7050-55411	Travel	\$6700.00	

Reason for Transfer:

More buses were needed for summer program trips due to higher enrollment.
Bus expenses are being reimbursed by grant money that we are receiving this year.

Department Head Signature: Spiro Tsirkas Digitally signed by Spiro Tsirkas
Date: 2017.11.29 11:39:17 -06'00' Date: 8/14/19

City Controller Approval: Judith Elmer Date: 9/24/19

City Council Approval – Resolution Number: _____ Date: _____



Metropolitan Data Solutions

SERVICE AGREEMENT

No: FA007642r

279 Conklin Street, Farmingdale, NY 11735 ATTN: Contracts Department, Tel: (516) 586-5520

FAX: (516) 586-5526

BILLING ADDRESS:

Account/Loc #: 1989 000
 Customer: GLEN COVE POLICE DEPARTMENT
 Street Address: 1 BRIDGE STREET
 City/State/Zip: GLEN COVE, NY 11542
 Contact: MAUREEN PAPPACHRISTOU
 maureenp@glencovepd.org
 Phone# / Fax#: (516) 676-1892

INSTALLED ADDRESS:

Account/Loc #: 1989 000
 Customer: GLEN COVE POLICE DEPARTMENT
 Street Address: 1 BRIDGE STREET
 City/State/Zip: GLEN COVE, NY 11542
 Contact: MAUREEN PAPPACHRISTOU
 maureenp@glencovepd.org
 Phone# / Fax#: (516) 676-1892

CONTRACT TERM	Start Date: 10/01/19 <i>Month/Day/Year</i>	End Date: 09/30/20 <i>Month/Day/Year</i>	Total Months Coverage: 12	ZONE <i>(Check Appropriate Box)</i>		
				A	B	C
				X		

MODEL	SERIAL NO.	DESCRIPTION	Annual Card Limit	# PM Per Year	Service Type	Annual Rate
CD800MASTR1	I989000	DATACARD CAPTURE SYSTEM INCLUDES:	<5,000	2	ON-CALL	\$ 850.00
SigPad	TS460HP17L2 535	Signature Capture Pad				
CD800	C61582	DATACARD CD800				
CardExchange	100384	CardExchange Solutions				
CardExchange	100385	CardExchange Solutions				

NOTES: <ul style="list-style-type: none"> Coverage Hours: Monday-Friday, 8am to 5pm Billing Frequency: Annually in advance Supply items are NOT included in the Service Maintenance Contract (ie. Cards, Print heads (or labor to replace printheads), cleaning rollers, overlay, etc.) If annual card limit is exceeded, Metropolitan Data Solutions reserves the right to terminate this agreement Contract pricing is based on customers purchasing Datacard authorized supplies from their local Datacard authorized dealership. 	TOTAL * \$ 850.00 *Metropolitan Data Solutions will invoice. DO NOT SEND PAYMENT with this document Total contract amount DOES NOT Include sales tax if applicable. <input type="checkbox"/> CHECK BOX IF TAX EXEMPT <i>(If tax exempt, attach a copy of the exemption certificate)</i>
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CUSTOMER AUTHORIZED SIGNATURE	PO NUMBER (Attach Copy)	DATE
CUSTOMER NAME (PLEASE PRINT)	TITLE	PHONE #
		FAX #

Service Manager: Jonathan Friedfertig 516 586-5520 x 108 Date: 10/01/19

 jfried@mds-ltd.com

CONTRACT QUOTE VALID FOR 60 DAYS. SUBJECT TO ALL THE TERMS, CONDITIONS, AND LIMITATIONS INCORPORATED BY REFERENCE AS SHOWN ON THE BACK HEREOF. THIS AGREEMENT SHALL NOT BE BINDING AND EFFECTIVE UNTIL ACCEPTED BY METROPOLITAN DATA SOLUTIONS. TERMS AND CONDITIONS CANNOT BE CHANGED. FAX / MAIL COMPLETED FORM TO THE CONTRACTS DEPARTMENT (Phone / Address Above)

CONSULTANT AGREEMENT

AGREEMENT IS HEREBY MADE between the Agency and Independent Contractor set forth below according to the following terms, conditions and provisions:

1. IDENTITY OF
AGENCY

AGENCY is identified as follows:

Name: City of Glen Cove, Glen Cove Senior Center

Address: 130 Glen Street

City/State/Zip: Glen Cove, NY 11542

Telephone: (516)759-9615

2. IDENTITY OF
INDEPENDENT
CONTRACTOR

The Independent Contractor (hereafter "IC") is identified as follows:

Name: Carol Waldman

Type Entity: () Sole Proprietorship () Partnership () Corporation

Address: 270 Carpenter Avenue

City/State/Zip: Sea Cliff, NY 11579

Business Telephone: (516)759-9615

3. WORK TO BE PERFORMED
- AGENCY desires that IC perform and IC agrees to perform the following work:
Work with ED through transition; Introduce ED to City Officials and Department Heads, Coalitions, Associations and Boards associated with Senior Center, Complete Grant Applications and Reports, Work on County and State Contracts and Reporting, Explore resources for Grants and Funding. Train on general daily operations of the Center including; activities, programs, services, staff, senior case management, nutrition and outreach.
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4. TERMS OF PAYMENT
- AGENCY shall pay IC according to the following terms and conditions: IC shall be paid
\$ 46.79 per hour, 70 Hours bi-weekly, for (4) Weeks
Dates: October 21st, 2019 – November 15th, 2019
5. REIMBURSEMENT OF EXPENSES
- AGENCY shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. EQUIPMENT, TOOLS, MATERIALS, OR SUPPLIES
- Glen Cove Senior Center will provide all equipment, tools, materials and/or supplies to accomplish the work agreed to be performed. Should IC wish to purchase "supplies", IC must first obtain Glen Cove Senior Center prior written approval before it may be a reimbursable expense. IC must maintain "supplies" in good working condition through time of contract; failure may result in surcharges.
7. FEDERAL, STATE AND LOCAL PAYROLL TAXES
- Neither Federal, not State, nor local income tax, nor payroll tax of any kind shall be withheld or paid by AGENCY on behalf of IC or the employees of IC. IC shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
8. FRINGE BENEFITS & COMPENSATION
- Because IC is engaged in IC's own independent business, WORKER'S IC is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan of the AGENCY. Likewise, no worker's compensation insurance shall be obtained by AGENCY concerning IC or the employees of IC. IC shall comply with the worker's compensation law concerning IC and the employees of IC.
9. WORK PRODUCT OWNERSHIP
- Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by IC in connection with the Services shall be the exclusive property of

Agency. Upon request, IC shall sign all documents necessary to confirm or perfect the exclusive ownership Agency to the Work Product.

10. CONFIDENTIALTY

IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC or divulge, disclose, or communicate in any manner any information that is proprietary to Agency. IC will protect such information and treat it as strictly confidential. This provision shall be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to Agency all records, notes, documentation and other items that were used, created, or controlled by IC during the term of this Agreement.

11. TERM OF AGREEMENT

This agreement shall become effective on October 21st, 2019 and shall terminate on November 15th, 2019

12. TERMINATION WITHOUT CAUSE

Without cause, either party may terminate this agreement after giving 30 day written notice to the other of intent to terminate without cause. The parties shall deal with each other in good faith during the 30 day period after any notice of intent to terminate without cause has been given.

13. TERMINATION WITH CAUSE

With reasonable cause, either party may terminate this agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- A. Material violation of this agreement
- B. Any act exposing the other party to liability to others for personal injury or property damage.

14. NO AUTHORITY TO BIND CLIENT

IC has no authority to enter into contracts or agreements on behalf of the AGENCY. This agreement does not create a partnership between the parties.

15. ENTIRE AGREEMENT

This is the entire agreement of the parties and cannot be changed or modified orally.

16. SEVERABILITY

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. **General Renewal:** The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. **Renewal Notice to Not-for-Profit Contractors:**

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:
 - a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:
 - (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
 - (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
 - (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
 - (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
 - (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).
 - b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

- e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. **General:**

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry

(e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08- 005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of

\$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

⁹ Not applicable to not-for-profit entities.

prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

Attachment A-1
PROGRAM SPECIFIC TERMS and CONDITIONS

The provisions of Sections I through IV of this Attachment A-1 apply to all New York State Office for the Aging (NYSOFA) grant contracts unless expressly superseded by the provisions of Attachment A-2 (Federally Funded Grants). Program specific clauses, if any, are contained in Section V of this Attachment A-1.

I. General Provisions

- A. Laws, Rules, Regulations:** The Contractor shall comply with any provisions of the Older Americans Act of 1965, as amended, determined applicable by the State, and all rules and regulations pertaining thereto promulgated by the Administration on Aging, United States Department of Health and Human Services, which are in effect or become effective during the term of this Agreement. The Contractor shall comply with all applicable New York State Laws, including the State Finance Law and Article II, Title I of the Elder Law, and with all applicable rules and regulations of the State and the Office of the State Comptroller which are in effect or become effective during the term of this Agreement.
- B. Age Discrimination:** The Contractor shall comply with the Age Discrimination in Employment Act of 1967 (Pub. L. 90-202) (ADEA), as amended (29 U.S.C. § 621 *et seq.*), the Equal Pay Act of 1963 (Pub. L. 88-38) (EPA), as amended (29 U.S.C. § 206(d)) and the NYS Human Rights Law, Article 15 of the New York State Executive Law.
- C. Federal Non-Discrimination Statutes:** The Contractor agrees to comply with all federal and State laws and regulations affecting this agreement, including the Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, *et seq.*), Section 504 of the Rehabilitation Act, as amended, Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*), Civil Rights Act of 1964, Title VI, as amended, the Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000e, *et seq.*) and Equal Pay Act of 1963, as amended (29 U.S.C. 206), and all rules and regulations pertaining thereto promulgated by the United States Department of Health and Human Services which are in effect or become effective during the term of this Agreement, and the New York State Human Rights Law. The Contractor agrees to comply with the Americans with Disabilities Act of 1990 which protects qualified individuals with disabilities from discrimination in employment and provides access to public services. Reasonable accommodations must be made for any person with a disability desiring to participate in services funded under this Agreement; no fees can be charged to the participant for such accommodations.
- D. State Monitoring:** The Contractor shall comply with the program management and assessment requirements of the State, including but not limited to announced and unannounced on-site visits by State staff, disclosure of all program files and related

fiscal records and development of a corrective action plan if required by the State in a program assessment report.

E. Program Changes: The Program Work Plan (Attachment C) shall not be modified without approval from the State. If modification to the Program Work Plan is necessary, the Contractor must submit a written request to the State and await State approval before implementing such changes.

F. Notice:

1. Notices to the State shall be addressed to the New York State Office for the Aging at the address identified on the face page of this Master Contract and shall include the Project Name and Contract Number.

2. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment C, the Work Plan.

G. Subcontracts: The Contractor may enter into subcontracts for the provision of the services described in the Program Work Plan. All such subcontracts shall be written according to State and local standards and a copy of each executed subcontract shall be forwarded to the State prior to payment by the State for expenditures incurred under such subcontract. All applicable grant provisions contained in this contract and agreed to by the contractor must be extended to each subcontractor and included in the contract with the subcontractor. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this Agreement.

H. Funding Source Recognition: The Contractor agrees that any public information materials or other printed or published materials will give due recognition to the fact that the program is supported with State Funds and such recognition will be in a form prescribed by the State. Where the Contractor acknowledges the funding source for and/or assistance in acquiring equipment, the acknowledgment must give due recognition to the fact that the acquisition was made possible by a grant of State funds and such recognition will be in a form prescribed by the State.

I. Aging Network Cooperation: The Contractor shall work cooperatively with and consult with the Area Agencies on Aging in the region to be served by this Agreement.

J. Community Cooperation: The Contractor shall work cooperatively with public and private agencies, institutions, organizations, and associations within New York State and, where appropriate, with national organizations in the development of activities under this Agreement.

K. Contract Personnel: The Contractor shall assume responsibility for recruitment, retention, and/or dismissal of all personnel to be employed in the conduct of this

Agreement. The Contractor shall ensure that the personnel hired are qualified to carry out the activities outlined in this Agreement.

L. Supplement of Existing Funding: The Contractor agrees that these funds shall be used to supplement, and not supplant, any existing public or private funding.

M. Indemnification Claims or Lawsuits: The Contractor, solely at its expense, shall defend any claim or suit which may be brought against the State for the infringement of United States patents, copyrights, or trademarks arising from the Contractor's or the State's use of any equipment, materials or information prepared, developed, or furnished by the Contractor in connection with the performance of this contract, and in any such suit shall satisfy any final judgment for such infringement. The State will give the Contractor written notice of such claim or suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. If principles of governmental or public law are involved, the State may participate in the defense of any action identified but no costs or expenses shall be incurred upon the account of the Contractor without the Contractor's written consent. If, in the Contractor's opinion, the equipment, materials, or information mentioned above is likely to or does become the subject of a claim of infringement of a United States patent, trademark, or copyright, then, without diminishing the Contractor's obligation to satisfy any final award, the Contractor may substitute other suitable equipment, materials and information, or at the Contractor's option and expense, obtain the right for the Contractor and the State to continue the use of such equipment, materials and information. If the Contractor wishes to use copyrighted, patented, or trademarked material it shall be responsible to obtain such rights to reproduction and use of the materials so that the State can use it in any way it deems necessary, including all rights to copy and reproduce such materials it sees fit. This will not be at any additional expense to the State beyond the amount of the contract.

II. Term, Termination and Suspension

A. Final Accounting: The Contractor shall make a full and final accounting of all funds received under this Agreement within sixty (60) days of receipt or issuance of a notice of termination.

III. Payment and Reporting

No additional provisions

IV. Additional Contractor Obligations, Representations and Warranties

A. Property

1. The Contractor agrees that all rights and title to any materials (manuals, tests, guides, audio or visual materials or devices) developed with funds under this Agreement shall become the property of the State. Reproduction, distribution,

sale, release or other use of such material by the Contractor must be specifically requested in writing by the Contractor and must receive prior approval by the State.

2. Equipment (those items having an acquisition cost of \$1,000 or more per unit and a useful life of at least one year) purchased under this Agreement shall be the property of the Contractor and shall be used by the Contractor in the program for which it was acquired as long as needed, whether or not the Contractor continues to receive State funds. The State reserves the right to require the transfer of the equipment purchased under this Agreement if it is no longer needed in the program for which it was acquired.

3. The Contractor understands and agrees that all equipment purchased by the Contractor and its subcontractors under this Agreement will only be used to benefit older New Yorkers. Further, the Contractor agrees that all such equipment will be used for non-sectarian purposes.

B. Safeguards for Services

1. The Contractor shall utilize these State funds to provide services to any older New Yorker that may wish to avail themselves of the service, subject to the availability of funding. This does not preclude a contractor from establishing uniformly applied, non-discriminatory service eligibility criteria or prioritizing the provision of services based on a standardized determination of older New Yorkers' needs, subject to the State's approval.

2. The Contractor shall:

- a. assure equal access for participation, services, activities and informational sessions without regard to race, color, religion, disability, sex, national origin, partisan affiliation or sexual orientation even if the contractor's organization operates primarily to serve a particular ethnic, religious or other specific population or special interest group;
- b. prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for public office;
- c. assure there is no coercion nor advice to other persons to contribute anything of value to a party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities;
- d. assume that services provided are secular in nature and in no event are state funds to be used for religious/sectarian purposes or activities or to benefit a religious institution.

C. Program Income: The Contractor shall use all program income (including voluntary participant contributions, cost sharing and fees collected) for services funded under this Agreement to expand services under this Agreement and incorporate them into the budget accordingly.

D. Confidentiality: The Contractor agrees to maintain the confidentiality of all personal information pertaining to older New Yorkers served under this Agreement, including contributions; disclosure of such information may be made only when necessary to the provision of services, unless the older New Yorker or his/her authorized representative gives his/her informed consent to disclose such information, disclosure is required by court order, or such information is provided in summary, statistical, or other form, which does not identify particular individuals. However, nothing herein is intended to require any provider of legal assistance to reveal any information that is protected by the attorney-client privilege.

E. Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses: Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. NYSOFA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of NYSOFA contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, NYSOFA conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

V. Program Specific Clauses

A. Nutrition Services: If nutrition services are provided under this Agreement, the Contractor shall have all sites and food preparation facilities (subcontracted and directly operated) inspected annually by the local Health Department. The

Contractor shall also obtain written confirmation or permits certifying that sites and food preparation facilities comply with any applicable fire or building codes. Food service practices must comply with all applicable Federal, State (including Part 14, Chapter 1 of the State Sanitary Code) and local health and sanitation regulations.

B. Legal Opinions: Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless prior written approval of the Attorney General is obtained. Requests for said approval should be submitted to the Solicitor General, Office of the Attorney General, Division of Appeals and Opinions, State Capitol, Albany, New York.

C. Payment and Reporting

1. In the absence of new legislative authorization allowing the use of these State funds for the purpose described in this Agreement, the State may only be authorized to reimburse vouchered claims for payment of approved expenses incurred up to and including March 31 of the applicable State Fiscal Year, or the ending date(s) of all subsequent amendments to this Agreement.

2. In the event that new legislative authorization (reappropriation) permits the use of these State funds subsequent State fiscal year(s), the State is authorized to reimburse vouchered claims for payment for approved expenses incurred by the earlier of the end of the grant period or the ending date of the fiscal year for which such authorization is received.

3. The Contractor understands and agrees that all payments to be made hereunder are subject to the availability of State funds and, the State shall have no liability to the Contractor beyond the amounts made available under the current State Budget. The State will not be liable for payments pursuant to any contract, grant, or agreement made pursuant to an appropriation in any account of the Community Projects Fund if insufficient monies are available for transfer to such account of this fund after required transfers pursuant to Article VI, §99-d* (6a) of the State Finance Law.

D. Property

1. If funds are used for construction/renovation projects, the facility will be used for the purpose of providing services to senior citizens for a period of not less than ten (10) years after the date of the completion of construction/renovation of the facility. If the facility is not used for this purpose for at least ten years, the State is authorized to recoup all or part of the funding provided under this Agreement. Furthermore, the facility constructed/renovated must always be substantially used in furtherance of non-sectarian or non-religious activities.

E. Safeguards for Services and Confidentiality

1. The Contractor shall:
 - a) serve senior citizens aged sixty or older;
 - b) when providing nutrition services, serve the spouses of seniors, regardless of age;
 - c) when providing nutrition services, serve handicapped or disabled individuals who have not attained sixty years of age but who reside in housing facilities occupied primarily by senior citizens at which congregate nutrition services are provided;
 - d) when providing home-delivered meals:
 1. serve senior citizens who suffer from impaired mobility by reason of illness, incapacitating disability, or are otherwise isolated and lack informal support;
 2. serve the spouse of the senior citizen, regardless of age or condition, if, according to program eligibility criteria, receipt of the home-delivered meal is in the best interest of the senior citizen.

2. The Contractor agrees that the senior citizens served under this Agreement:
 - a) will be provided an opportunity to voluntarily contribute in a confidential manner toward the cost for those services received under this Agreement for which there is normally a charge in the community;
 - b) will not be denied a service because they are unable or unwilling to voluntarily contribute;
 - c) will not be required to pay fees of any kind to receive these services, unless the contractor has submitted a written request to the State and received approval for a waiver from the prohibition on charging fees;
 - d) will not be denied a service because they are unable to pay fees in the event that the State approves a waiver from the prohibition on charging fees.

October 2017

**ATTACHMENT B-1
BUDGET SUMMARY**

Contractor: City of Glen Cove

Contract: TM05841

Contract Period: 1/1/2020-12/31/2020

NOTE: The maximum amount of the total award that can be budgeted for administrative expenses is 15%

Budget Category	Administration	Services Costs	Total Costs
1. Personnel	\$ -	\$ 6,441	\$ 6,441
2. Fringe Benefits	-	-	-
3. Equipment	-	-	-
4. Travel	-	-	-
5. Maintenance & Operations	-	229	229
6. Other Expenses	-	-	-
7. Subcontractors/Consultants	-	14,670	14,670
8. Total Budget (sum of Lines 1 - 7)	-	21,340	21,340
9. Less: Program Income/Contributions	-	(3,340)	(3,340)
10. State Funds Requested (Line 9 minus Line 10)	\$ -	\$ 18,000	\$ 18,000

Contract Number: TM05841

Page 1 of 5: Attachment B-1 - Budget

ATTACHMENT B-1

Contractor: City of Glen Cove

1. Personnel					
Complete for Each Position Name and Title	Annual Salary or Hourly Rate	Charged to Program			
		Admin	Services	Total	
N Tecce, Jacqueline					
T Site Manager	\$ 57.64		\$ 778.12	\$ 778.12	
N Jensen, Heidi					
T Assistant Site Manager	\$ 44.19		\$ 662.85	\$ 662.85	
N Shuman, Eric					
T Program Coordinator	\$ 41.18		\$ 5,000.03	\$ 5,000.03	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
N					
T				-	
NOTE: If employee is paid a salary, then list the annual salary. If employee is not on salary, then list the hourly rate. When reporting the rate of pay on vouchering forms, the format (i.e., salary or hourly rate) must match this budget.					
The above salaried employees are listed @ their required overtime hourly rate.					
TOTAL		\$	-	\$ 6,441	\$ 6,441

2. Fringe Benefits - List the Total Fringe Benefits in the space provided				
TOTAL		\$	-	

ATTACHMENT B-1

Contractor: City of Glen Cove

5. Maintenance and Operations		
Rent/Utilities: Include information below for rental property		
Location/Address: _____		
Owner: _____		
Monthly Rental:	_____ x _____ x _____ = \$ _____	
	amt. % chargeable # months	
	Sub-Total	
Utilities: _____		
Janitorial Services: _____		
Facility Maintenance & Minor Repairs: _____		
	Sub-Total	-
Telephone: _____		
	Sub-Total	
Postage: _____		
	Sub-Total	
Supplies: _____		
(Supplies may include office, program and maintenance supplies)		
	Sub-Total	229
Printing & Photocopying _____		
	Sub-Total	
Equipment Maintenance & Repair: (describe equipment and list amount)		
_____	_____	
_____	_____	
_____	_____	
	Sub-Total	-
	TOTAL	\$ 229

Amount of Maintenance and Operations Charged to:

Administration _____ Services \$ 229

6. Other Expenses: List only those items which do not fit under other budget categories. Include item and amount.	
	TOTAL \$ -

Amount of Other Expenses Charged to:

Administration _____ Services _____

Contract Number: TM05841

ATTACHMENT B-1

Contractor: City of Glen Cove

7. Subcontractors/Consultants: List each service provider below and the type of service. If the provider is paid an hourly rate or by some other unit cost, indicate below. For subcontractors paid more than \$25,000, a subcontractor budget must also be submitted.

Organization/Type of Service	Unit Rate, if applicable	Amount
Moth Program / Storytelling as and Art Form		\$ 5,000.00
Heather Thorgersen / Think Big Theater Arts		\$ 800.00
Nassau County Museum of Art / Meet me in the Galleries		\$ 1,120.00
Rhythm Break Cares / Music & Movement	\$200	\$ 1,000.00
Maria Campanella / Tai Chi	\$50	\$ 1,650.00
TBD / Aromatic Journeys / Cooking Demonstration	\$150	\$ 600.00
TBD / Circle of Friends / (6) Themed Evenings of Entertainment and Instruction; 50s, 60s and 70s Era, Swing Night, Rat Pack Evening, Country Western Night		\$ 4,500.00
	TOTAL	\$ 14,670

Amount of Subcontractors/Consultants Charged to:

Administration _____ Services **\$ 14,670**

8. Total Budget (sum of Lines 1 - 7)	\$ 21,340
9. Less: Program Income/Contributions	\$ 3,340

All Program Income is Classified as: Services **\$ 3,340**

10. State Funds Requested (Line 8 minus Line 9)	\$ 18,000
--	------------------

Contract Number: TM05841

Page 5 of 5: Attachment B-1 - Budget

**Attachment C – Program Work Plan
Grant-in-Aid Program**

Contact Information for Contractor's designee to receive notice:

Name of Individual: Carol Waldman
Address: 130 Glen Street, Glen Cove, NY 11542

Telephone Number: 516.759.9615
E-mail Address: cwaldman@glencoveny.gov

Provide the following information for the organization named as the grant recipient:

1) Describe the purpose of your organization:

The Glen Cove Senior Center is dedicated to enriching the lives of senior citizens in the City of Glen Cove, Glen Head, Glenwood Landing, the Village of Sea Cliff, and surrounding Nassau County communities by providing nutrition, recreation, education, and social services for all adults sixty years of age and older. The Center supports our aging population with important programming and vital services that allow them to thrive. We are fortunate to have a strong continuum of care, our Adult Day Program, for those seniors with physical frailty and/or cognitive impairment and respite care for their families.

2) List the services provided to older adults (60 and over) by your organization:

Our full range of programs and services are designed to meet the needs of our many members. They include:

- Curb-to-Curb Transportation for seniors in Glen Cove, Glen Head, Glenwood Landing and Sea Cliff
- Nutritious Luncheon Program, including both hot and cold meal selections
- Health and Wellness Classes (traditional exercise, tai chi, yoga, seniorobics, strength training, walking club, nutrition counseling, traditional and holistic health seminars)
- Health Screenings and Support Groups
- Brain Fitness Center and Workshops
- Inspirational Afternoons (lectures, workshops, readings and recitals in the arts and sciences)
- Cultural Arts Classes (drawing and painting, line dancing, belly dancing, ceramics, sculpture and crafts, creative writing, choral group, dance band and language workshops)
- Individualized Computer Training (all levels)
- Trips (ball games, museums, parks, shopping, concerts, theatre events, tours)
- Social Services Assistance -- Project Beacon (information, referrals, short-term counseling, case management, bereavement and entitlement support and tax assistance)
- Intergenerational Programs
- Recreation for fun, mental stimulation and socialization (scrabble, mahjong, pool, chess, bridge and other card games, bingo, book club, conversation classes and multi-ethnic year-long celebrations)
- Volunteer Opportunities (at our Center and in the community)
- Adult Day Program (for seniors with special needs and caregiver respite)
- Friendly Visiting and Telephone Reassurance to homebound seniors
- Transportation to local grocery stores for food shopping
- Handyman Services
- Defensive Driving Classes (in conjunction with AARP)
- Medical Transportation (in conjunction with the City of Glen Cove)
- Advocacy (assistance in health, housing, legal and financial concerns)
- Outreach (community, county, national and international efforts)

3) Enter the total amount of:	
a) your organization's annual operating budget	\$1,888,952
b) the amount of the total budget dedicated to older adult programs	\$1,888,952
4) If your organization provides services to individuals under the age of 60, provide an estimate of the percent of total participants who are 60 or older.	N/A
5) Estimate the number of older adults (unduplicated count) who will be served with these GIA funds during the contract period.	500
6) Specify the county or counties where Grant-in-Aid funded services will be provided.	Nassau County
7) Specify the days and hours of operation for the location(s) where Grant-in-Aid funded services will be provided:	
Monday through Friday from 9:00AM to 5:00PM Open bi-monthly (evenings) 5:00PM to 8:00PM	

8) Narrative: Describe how these funds will be used to serve older adults (e.g., services to be provided, equipment to be purchased, construction/renovation to be done). Describe how the funds will accomplish these services:

Thanks to the very special support from NYSOFA and Assemblyman Charles Lavine, the Glen Cove Senior Center will extend its hours and provide evening programming which includes entertainment, education, nutrition, and socialization for seniors who are working and unable to attend the Senior Center during its daytime hours, as well as for those who seek and enjoy additional stimulation in a safe and welcoming environment. There are many seniors who live alone, and studies have shown that socialization is an essential component for a healthy and happy life.

With this in mind, the Glen Cove Senior Center is eager to offer this exciting evening programming entitled **Circle of Friends** which might include a celebration of a decade, a folk, jazz/blues concert, a history of Opera, a Latin Salsa dance demonstration, a Country Western Night, a Rat Pack Evening, or a Swing Dancing and Instruction Night paired with a delicious and nutritious corresponding dinner. Past evening events have proved to be very successful with an attendance of ninety to one hundred participants for each event and have proved to be an excellent opportunity for meaningful community outreach. Through evenings of great entertainment, delicious dinners and a welcoming spirit, we have been able to provide an environment where people could make new friends, be exposed to a multitude of resources that our Senior Center offers for all residents of Nassau County sixty years and older and have an enriching experience.

Personnel for **Circle of Friends** includes our Program Coordinator: Eric Shuman and (2) Kitchen Supervisors: Jacqueline Tecce and Heidi Jensen. The Program is designed for (6) Evening Events and our Program Coordinator will be in charge of designing all of the Events from start to finish, including; contracting with our Entertainers / Instructors, Audio / Visual requirements, lighting, temperature, décor planning, assembly and take down of the Event room(s), promotion, registration and overseeing all facets of the Events the night of to ensure every attendees' needs are met. The Kitchen Supervisor position is handled by (2) Employees, each working (3) of the (6) Events. They are in charge of the meal portion of the Event and oversee that the proper nutritious meals are being served in a regulated manor, considering temperatures and service needs are adhered to. The Kitchen Supervisors have their Food Training Certifications as required by law. The program is also assisted by several volunteers who dedicate their time so that all of our members are greeted at the door and escorted to their seats. They also help with meal service and any other needs that may arise during the Events. The Program Coordinator and Kitchen Supervisor acquire and supervise our volunteers throughout the evenings.

The "**Moth Program**" that originated with NPR, practices storytelling as an art form and a powerful tool of communication. Through workshops and performance opportunities, participants shape selected life experiences into well-crafted stories and share them with members of their communities and beyond. It is believed that by honoring the individual experience, we can:

- challenge dominant narratives
- inspire greater confidence in storytellers
- deepen connection in community
- and spark empathy among listeners around the world.

The generous NYSOFA funding will also support four stimulating programs for participants and their families in the Adult Day Program. The following activities involve performing artists who come to our facility to work with our participants onsite.

“Think Big Theater Arts:” This will be a collaboration with a local theatrical troupe to learn and share their acting techniques and to incorporate our group into their dramatic performances. Many people suffering from dementia, aphasia, and Parkinson’s disease have lost much of their ability to communicate and to express themselves effectively, which can result in severe frustration, anger, and depression. This is a unique opportunity for our seniors to explore yet another means of self-expression and emotional release, both of which are critical components of their well-being.

“MEET ME IN THE GALLERIES:” With each of their new art exhibits, the highly-regarded **Nassau County Museum of Art** in Roslyn invites us to tour the museum’s latest displays personally guided by one of their well-trained docents. The museum has developed this program specifically to encourage art appreciation and enjoyment among people with cognitive frailties. Their docents tailor each exhibition in a way that focuses our group’s attention on several of the galleries’ most important and impactful artworks, thoroughly explaining each piece, asking thought-provoking questions, and inviting everyone’s comments and reactions. This exposure stimulates the visual senses and sharpens the observational acuity within our group. It unlocks their own imaginations and enables them to see the world from a different perspective. These are the types of experiences which create new neural connections in the brain. Once back on our premises, our group is very often inspired to create our own versions of the artwork we have just seen. Our seniors especially love getting out into the community, and the museum community also gets inspired by seeing the transformation in our seniors.

“RHYTHM BREAK CARES:” Dance is the one activity which truly engages all of our abilities; our minds, our bodies, and our spirits. Dance is an aerobic exercise which also promotes socialization and instills a profound sense of well-being. It connects people to music and rhythm and is a source of pure pleasure. “Rhythm Break Cares” is a unique ballroom dance troupe, based in Manhattan, who are specially-trained to partner with individuals who have a range of physical and cognitive disabilities. This enables our frail population to enjoy the freedom of movement and the pure joy of dancing without fear of falling. This marvelous troupe joins us on our premises once a month.

“Tai Chi:” This ancient Chinese form of exercise enhances each individual’s muscle control, mental concentration and sense of balance, thereby decreasing their risk of falls. It is a therapeutic practice which refines physical coordination through a sequence of precise yet slow-flowing movements. Tai Chi emphasizes proper breathing, promotes better posture and improves the “chi,” or life force which circulates throughout the body. This seated exercise program would greatly benefit the overall wellbeing of our population.

“Aromatic Journeys” – In an effort to stimulate all our participants’ senses, and to emphasize the sensory experiences associated with all four seasons, we will engage a “culinary performer,” for cooking demonstrations. They will get to see our chef prepare a seasonal dish, hear the sounds of the preparation fill the room as food starts to cook and utensils are used. They will smell the intoxicating aroma of the dishes whilst engaged in an around-the-world story-telling of the food’s origins and, of course the delicious samplings of the many exotic treats. Our participants will experience the communal sharing of the flavors, the smells, and the colorful presentation of food. Throughout the sessions, there will be plenty of opportunities for appreciative self-expression. Printed recipes will be made available to take home to their families, and occasionally, like at Christmas and

Valentine's Day, there will be lovely just-made goodies wrapped up to take home, a great way to extend the day's activities.

This programs objective is to transport our seniors back to a time when family and friends gathered, and meals were prepared together. The choice of dishes will also truly anchor them in the current seasons and will be an incredibly immersive experience for both seniors and staff alike.

CAPITAL PROJECTS: Complete the following sections only if Grant-in-Aid funds will be used for capital improvements involving land and/or buildings. This includes construction or renovation projects exceeding \$15,000 in cost, all land and building acquisitions or principal payments for mortgage loans related to such acquisitions. All capital projects are subject to a ten-year usage requirement (see Guide).

9) Describe the capital project:	
10) Amount of Grant-in-Aid funds used for the specified project	
11) Total cost of project (not just Grant-in-Aid funds)	
12) If Grant-in-Aid funds will pay only part of the project cost, list the other funding sources and the amounts provided by each.	
13) What percentage of the facility constructed or purchased is/will be used for older adult activities? (For renovations, provide the percentage of the renovated space that is/will be used for older adult citizen activities.)	
14) Owner of facility/building	
15) Anticipated completion date (construction/renovations)	
16) Will the facility be used for religious programs or activities? If so, provide the percentage of the constructed or renovated space that is/will be used for non-religious activities for older adults.	
NOTE: GIA funded improvements are/will be limited to an amount proportionate to the space utilized by non-religious programs and activities for older adults.	

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of up to fifty percent (50.00%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of _____ percent (%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than _____ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (50.00%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date 30 days after the end of each quarter
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____

- Fee for Service Reimbursement
Due date _____
- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____
- Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract
- Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report
The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.
- Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until _____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than _____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.



MAILING ADDRESS:
 TELSTAR INTEGRATED SOLUTIONS
 10 SHORE ROAD
 GLEN COVE, NY 11542

Proposal

Date
9/12/2019

PHONE: (516) 676-7700
 FAX: (516) 671-3735

Bill To
City of Glen Cove 9-13 Glen Street Glen Cove, NY 11542

P.O. No.	Terms
Dispatch Relocation	Net 15

Quantity	Description	Rate	Amount
	Surveillance System Proposal Glen Cove Fire Department 10 Glen Cove Avenue Glen Cove, NY 11542		
36	BNC Panel Mount Coupler, BNC Female to BNC Female		
72	Pair Miniature Pigtail MP Video Balun (Screw Terminal to Pigtail BNC)		
1	Wirepath 40-inch Structured Wiring Enclosure and Door		
	Telstar will provide the following services: - Remove all camera wiring out of dispatch area and relocate to break room within structured enclosure. Wiring will be patched back to IT Room for new DVR location. - Provide feeds back to monitors for viewing throughout construction - Does not include any new wiring for New Dispatch Room Monitor Set ups -**Telstar will need power provided within break room for power supply locations of existing cameras.		

Sales Tax (8.625%) \$0.00

Total \$3,900.00

Client: _____

Date _____

Contractor: Telstar Integrated Solutions Inc.

Date _____

TERMS OF SALE

Pricing is based as an estimate. If Telstar should exceed the proposed time, the customer will be charged for additional labor - based on an hourly rate of \$95.00 per man hour.

Payments should be received as follows: 50% down payment, 30% upon delivery of material, and balance due upon completion.

Proposal is only valid up to 90 days due to subject of price changes. After 90 days from original proposal prices will need to be reviewed due to market changes. Overdue accounts are subject to a service charge of 1% per month.

*Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Billing Address:
 GLEN COVE POLICE DEPT, CITY OF
 146 GLEN ST
 GLEN COVE, NY 11542
 US

Quote Date:08/23/2019
 Expiration Date:11/21/2019
 Quote Created By:
 Ryan Zidar
 Ryan.Zidar@
 motorolasolutions.com
 773-497-1399

Customer:
 Glen Cove Police Department
 Chief Deputy Chris Ortiz
 cortiz@glencovepd.org
 (516) 676-1000

Line #	Item Number	Description	Qty	Term	List Price	Sale Price
Crime Reports						
1	SSV00S01011A	INFRASTRUCTURE SERVICES,NEW CRIMEREPORTS STANDARD SUBSCRIPTION*	1	6 YEAR	\$0.00	\$0.00
CommandCentral Analytics						
2	SSV00S01046A	CC ANALYTICS SUBSCRIPTION*	1	6 YEAR	\$41,393.52	\$33,115.20
3	PSV00S01100A	COMMANDCENTRAL ONBOARDING	2		\$450.00	\$450.00
4	SSV00F01211A	COMMANDCENTRAL-ANALYTICS SET-UP FEE	1		\$399.00	\$399.00
5	SSV00S01153A	COMMANDCENTRAL CAMERA REGISTRATION*	1		\$0.00	\$0.00

Grand Total

\$34,414.20(USD)

Pricing Summary



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.

	List Price	Sale Price
Year 1 Upfront Costs for Hardware, Accessories and Implementation plus Subscription Fee	\$8,197.92	\$6,818.20
Year 2 Subscription Fee	\$6,898.92	\$5,519.20
Year 3 Subscription Fee	\$6,898.92	\$5,519.20
Year 4 Subscription Fee	\$6,898.92	\$5,519.20
Year 5 Subscription Fee	\$6,898.92	\$5,519.20
Year 6 Subscription Fee	\$6,898.92	\$5,519.20
Grand Total System Price	\$42,692.52	\$34,414.20

Notes:

- **PLEASE BE ADVISED: Motorola Solutions is moving towards being more environmentally green and emailing invoices. You may receive an email invoice instead of a mailed invoice, depending on the purchase. In addition, the invoice may have a new address for submitting payments. If you have any questions or would like to change where your electronic invoices will be delivered, please contact your credit analyst or dial 800-422-4210.**

* Additional information is required for one or more items on the quote for an order.



Billing Address:
 GLEN COVE POLICE DEPT, CITY OF
 146 GLEN ST
 GLEN COVE, NY 11542
 US

Quote Date:08/23/2019
 Expiration Date:11/21/2019
 Quote Created By:
 Ryan Zidar
 Ryan.Zidar@
 motorolasolutions.com
 773-497-1399

Customer:
 Glen Cove Police Department
 Chief Deputy Chris Ortiz
 cortiz@glencovepd.org
 (516) 676-1000

Line #	Item Number	Description	Qty	Term	List Price	Sale Price
Crime Reports						
1	SSV00S01011A	INFRASTRUCTURE SERVICES,NEW CRIMEREPORTS STANDARD SUBSCRIPTION*	1	6 YEAR	\$0.00	\$0.00
CommandCentral Analytics						
2	SSV00S01046A	CC ANALYTICS SUBSCRIPTION*	1	6 YEAR	\$41,393.52	\$33,115.20
3	PSV00S01100A	COMMANDCENTRAL ONBOARDING	2		\$450.00	\$450.00
4	SSV00F01211A	COMMANDCENTRAL-ANALYTICS SET-UP FEE	1		\$399.00	\$399.00
5	SSV00S01153A	COMMANDCENTRAL CAMERA REGISTRATION*	1		\$0.00	\$0.00

Grand Total

\$34,414.20(USD)

Pricing Summary



Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products.